

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 50

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/31/2020		2. CONTRACT NO. (If any) 68HERH19D0031		6. SHIP TO: a. NAME OF CONSIGNEE HQAD	
3. ORDER NO. 68HERH20F0369		4. REQUISITION/REFERENCE NO. PR-OAR-20-00111			
5. ISSUING OFFICE (Address correspondence to) HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R	
				c. CITY Washington	e. ZIP CODE 20460
7. TO: Richard Democker				f. SHIP VIA	
a. NAME OF CONTRACTOR SCIENCE APPLICATIONS INTERNATIONAL CORPORATION				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 12010 Sunset Hills Rd				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Reston		e. STATE VA	f. ZIP CODE 201905856		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE HQAD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/02/2021	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 46-1932921 DUNS Number: 078883327 TOCOR: Patrick Lau Max Expire Date: 08/02/2023 Invoice Approver: Patrick Lau Alt Invoice App: Sarah Menassian Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711		

\$222,436.49

22. UNITED STATES OF AMERICA BY (Signature)

07/31/2020

ELECTRONIC SIGNATURE

23. NAME (Typed)

Tanya Latson

TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO  
2

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/31/2020	CONTRACT NO. 68HERH19D0031	ORDER NO. 68HERH20F0369
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 08/03/2020 to 08/02/2021					
0001S	Base Period: Technical and Outreach Support Services for Greenhouse Gas Program (Labor) Period of Performance: 08/03/2020-08/02/2021  Accounting Info: 19-20-B-58F4-000A46-2505-2058FC0010-00 2 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMDSC00 DCN - Line ID: 2058FC0010-002 Funding Flag: Complete Funded: (b)(4)  Accounting Info: 19-20-B-58F4-000A46-2505-LSMMSW00-2058 FC0010-003 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMMSW00 DCN - Line ID: 2058FC0010-003 Funding Flag: Complete Funded: (b)(4)				(b)(4)	
0002SO	Base Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs)  Period of Performance: 08/03/2020-08/02/2021  Accounting Info: 19-20-B-58F4-000A46-2505-LSMMSW00-2058 FC0010-003 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMMSW00 DCN - Line ID: 2058FC0010-003 Funding Flag: Complete Funded: (b)(4)				(b)(4)	
1001S	Option Period 1: Technical and Outreach Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)



**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 07/31/2020	CONTRACT NO. 68HERH19D0031	ORDER NO. 68HERH20F0369
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1002SO	Support Services for Greenhouse Gas Program (Labor)  Period of Performance: 08/03/2021-08/02/2022 Amount: (b)(4) (Option Line Item) 08/02/2022  Option 1 Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs)  Period of Performance: 08/03/2021-08/02/2022 Amount: (b)(4) (Option Line Item) 08/02/2022					
2001S	Option 2 Period: Technical and Outreach Support Services for Greenhouse Gas Program (Labor)  Period of Performance: 08/03/2022-08/02/2023 Amount: (b)(4) (Option Line Item) 08/02/2023					
2002SO	Option 2 Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs)  Period of Performance: 08/03/2022-08/02/2023 Amount: (b)(4) (Option Line Item) 08/02/2023  The Contractor hereby acknowledges and accepts this order by signing and dating below:  _____ Print Name and Title  _____ Signature and Date  Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION

PAGE NO  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
07/31/2020

CONTRACT NO.  
68HERH19D0031

ORDER NO.  
68HERH20F0369

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The obligated amount of award: (b)(4) The total for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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**SECTION A - Solicitation/Contract Form**



**SECTION A - Solicitation/Contract Form**

**SECTION B - Supplies or Services/Prices**

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**SECTION C - Description/Specifications**

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## **SECTION D - Packaging and Marking**

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**SECTION E - Inspection and Acceptance**

E-1 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

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E-1 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

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## **SECTION F - Deliveries or Performance**



## **SECTION F - Deliveries or Performance**

## SECTION G - Contract Administration Data

### G-1 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)-(1) Definitions.* As used in this clause-

*Contract financing payment* and *invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

*Electronic form* means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

*Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when-

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-

designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal-Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions-SF 1034.* The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location-Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.

(2) Date Voucher Prepared-Insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date-Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date-Leave blank.

(5) Voucher Number-Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write "(invoice number) #Adj" at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.

(6) Schedule Number; Paid By; Date Invoice Received-Leave blank.

(7) Discount Terms-Enter terms of discount, if applicable.

(8) Payee's Account Number-This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address-Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number-Insert for supply contracts.

(11) Date of Delivery or Service-Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.

(12) Articles or Services-Insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Insert "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Insert "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Insert "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) Quantity; Unit Price-Insert for supply contracts.

(14) Amount-Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions-SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment-Insert the name and address of the servicing finance office.

(2) Voucher Number-Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number-Leave blank.

(4) Sheet Number-Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order-Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services-Insert the contract number as in the Standard Form 1034.

(7) Amount-Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element-Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee-The fee shall be determined in accordance with instructions appearing in the contract.

**Note to paragraph (h)**-Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts-Identify the major cost elements for each subcontract.

(4) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (i)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason



for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

- (1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.
- (2) Subcontracts-Identify the major cost elements for each subcontract.
- (3) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.
- (4) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.
- (5) Contractor Acquired Equipment-Identify by item the quantities, unit prices, and total dollars billed.
- (6) Contractor Acquired Software-Identify by item the quantities, unit prices, and total dollars billed.
- (7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (j)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers.* Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with "adj" after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word "Final" or "F" after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is

responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release*; *Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

(End of clause)

G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)-(1) Definitions.* As used in this clause-

*Contract financing payment and invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

*Electronic form* means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

*Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when-

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal-Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions-SF 1034*. The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location-Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared-Insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date-Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date-Leave blank.
- (5) Voucher Number-Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write "(invoice number) #Adj" at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.
- (6) Schedule Number; Paid By; Date Invoice Received-Leave blank.
- (7) Discount Terms-Enter terms of discount, if applicable.
- (8) Payee's Account Number-This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address-Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number-Insert for supply contracts.
- (11) Date of Delivery or Service-Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles or Services-Insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Insert "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Insert "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Insert "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) Quantity; Unit Price-Insert for supply contracts.

(14) Amount-Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions-SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment-Insert the name and address of the servicing finance office.

(2) Voucher Number-Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number-Leave blank.

(4) Sheet Number-Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order-Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services-Insert the contract number as in the Standard Form 1034.

(7) Amount-Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element-Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee-The fee shall be determined in accordance with instructions appearing in the contract.

**Note to paragraph (h)**-Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts*. The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts-Identify the major cost elements for each subcontract.

(4) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (i)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts*. The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

(2) Subcontracts-Identify the major cost elements for each subcontract.

(3) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(4) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(5) Contractor Acquired Equipment-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (j)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers*. Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with "adj" after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word "Final" or "F" after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release; Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

(End of clause)

## SECTION G - Contract Administration Data

### G-1 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)-(1) Definitions.* As used in this clause-

*Contract financing payment and invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

*Electronic form* means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

*Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when-

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-



designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal-Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions-SF 1034.* The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location-Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.

(2) Date Voucher Prepared-Insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date-Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date-Leave blank.

(5) Voucher Number-Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write "(invoice number) #Adj" at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.

(6) Schedule Number; Paid By; Date Invoice Received-Leave blank.

(7) Discount Terms-Enter terms of discount, if applicable.

(8) Payee's Account Number-This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address-Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number-Insert for supply contracts.

(11) Date of Delivery or Service-Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.

(12) Articles or Services-Insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Insert "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Insert "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Insert "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) Quantity; Unit Price-Insert for supply contracts.

(14) Amount-Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions-SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment-Insert the name and address of the servicing finance office.

(2) Voucher Number-Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number-Leave blank.

(4) Sheet Number-Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order-Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services-Insert the contract number as in the Standard Form 1034.

(7) Amount-Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element-Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee-The fee shall be determined in accordance with instructions appearing in the contract.

**Note to paragraph (h)**-Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts-Identify the major cost elements for each subcontract.

(4) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (i)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason

for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

- (1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.
- (2) Subcontracts-Identify the major cost elements for each subcontract.
- (3) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.
- (4) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.
- (5) Contractor Acquired Equipment-Identify by item the quantities, unit prices, and total dollars billed.
- (6) Contractor Acquired Software-Identify by item the quantities, unit prices, and total dollars billed.
- (7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (j)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers.* Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with "adj" after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word "Final" or "F" after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is

responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release*; *Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

(End of clause)

G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)-(1) Definitions.* As used in this clause-

*Contract financing payment and invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

*Electronic form* means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

*Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when-

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal-Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by an individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions-SF 1034*. The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location-Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared-Insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date-Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date-Leave blank.
- (5) Voucher Number-Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write "(invoice number) #Adj" at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.
- (6) Schedule Number; Paid By; Date Invoice Received-Leave blank.
- (7) Discount Terms-Enter terms of discount, if applicable.
- (8) Payee's Account Number-This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address-Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number-Insert for supply contracts.
- (11) Date of Delivery or Service-Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles or Services-Insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Insert "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Insert "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Insert "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) Quantity; Unit Price-Insert for supply contracts.



(14) Amount-Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions-SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment-Insert the name and address of the servicing finance office.

(2) Voucher Number-Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number-Leave blank.

(4) Sheet Number-Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order-Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services-Insert the contract number as in the Standard Form 1034.

(7) Amount-Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element-Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee-The fee shall be determined in accordance with instructions appearing in the contract.

**Note to paragraph (h)**-Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts*. The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts-Identify the major cost elements for each subcontract.

(4) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.



(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (i)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts*. The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

(2) Subcontracts-Identify the major cost elements for each subcontract.

(3) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(4) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(5) Contractor Acquired Equipment-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (j)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers*. Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with "adj" after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word "Final" or "F" after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release; Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

(End of clause)

## **SECTION H - Special Contract Requirements**

## **SECTION H - Special Contract Requirements**

## **SECTION I - Contract Clauses**

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-7 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-8 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-9 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

I-10 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

I-11 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### I-12 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### I-13 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

#### I-14 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-15 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)

I-16 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)

I-17 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-18 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-19 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-20 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-21 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-22 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-23 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-24 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-25 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-26 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-27 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-28 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-29 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)

I-30 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)

## **SECTION I - Contract Clauses**

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-7 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-8 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-9 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

I-10 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [ ]dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ]dollars.

(End of clause)

I-11 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.



(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### I-12 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal (e.g., fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

#### I-13 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

#### I-14 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-15 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)

I-16 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (JAN 2019)

I-17 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-18 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-19 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-20 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-21 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-22 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-23 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-24 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-25 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-26 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-27 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-28 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-29 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)

I-30 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (AUG 2019)

**SECTION J - List of Documents, Exhibits and Other Attachments**

Attachment Number	Title	Date
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**SECTION J - List of Documents, Exhibits and Other Attachments**

Attachment Number	Title	Date
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## Non-CO2 Programs Branch (NCPB) Competitive Task Order

### STATEMENT OF WORK:

FY20 Salesforce and Data Systems Technical Support Services for EPA's Non-CO2 Programs Branch (NCPB)

CCD Mission BPA:

ABT: 68HERH19D0027; ERG: 68HERH19D0028; ICF: 68HERH19D0029; RTI: 68HERH19D0030; SAIC: 68HERH19D0031

### I. Background

EPA's voluntary partnership programs work with U.S. industries, along with state and local governments, to promote profitable opportunities for reducing emissions of non-CO2 gases, especially SF6 and CH4. For over 20 years, the Non-CO2 Programs Branch (NCPB) voluntary programs have worked cooperatively across multiple sectors to reduce methane and sulfur hexafluoride emissions, resulting in multiple benefits: enhancing economic growth, promoting energy security, and improving the environment. Technical data systems support services for the following NCPB voluntary programs are included under this Statement of Work (SOW): AgSTAR Program, Coalbed Methane Outreach Program (CMOP), Landfill Methane Outreach Program (LMOP), Natural Gas STAR Program, Methane Challenge Program, Electric Power Systems Partnership, and international programs.

### II. Objectives

The objective of this Task Order is to provide EPA with technical and project management services to develop and maintain data systems that advance and enhance work to support voluntary efforts by industry to reduce methane and fluorinated greenhouse gas emissions. These may include, but are not limited to:

- NCPB's Salesforce
- Internal systems for managing Agency processes
- External Toolkits for stakeholders and partners

Most activities in this SOW will require written Technical Direction (TD) from the EPA Contracting Officer Representative (COR). The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the tasks for which they choose to respond.

Contractor personnel shall not represent the views of the United States Government (USG), EPA, or its employees. In addition, the Contractor shall not engage in inherently governmental activities, including but not limited to actual determination of EPA policy and preparation of documents on EPA letterhead.

**In order to maximize its financial and technical resources, EPA anticipates making multiple awards under this SOW (i.e., potentially awarding individual Tasks to different Contractors). The Project Management Task shall be awarded to all Contractors who receive task work under this SOW.**

**The Period of Performance for this task order is for twelve (12) months following the date of award.**

### III. Tasks

This SOW contains three tasks listed and described below. For all awarded Tasks, the Contractor shall work in conjunction with the EPA COR to develop an approved deliverable schedule and overall plan.

This SOW entails a set of activities to assist the Government in the continued development of technical data systems and applications that support methane emission and fluorinated greenhouse gas reduction efforts in the United States.

The contractor shall furnish the necessary personnel, material, services and facilities (except as otherwise specified) to perform the areas of work as described below. Contractors will primarily work onsite, but EPA COR will provide access to EPA facilities/systems as needed.

#### Task 1: Salesforce Platform Administration

NCPB uses Salesforce, a Customer Relationship Management (CRM) database, to manage key program data. All data for the Global Methane Initiative (including Project Network Members, financial institutions, and non-governmental members) and ongoing activities are stored in NCPB's Salesforce database, in addition to some data related to EPA methane activities in support of the Climate & Clean Air Coalition (CCAC). The domestic programs in NCPB also use Salesforce to track program contacts, organizations, partners, activities, and other data. Under this task, the contractor shall provide overall technical support for NCPB's Salesforce database, for all NCPB programs. Individual programs will have contractor support for data entry and review under separate task orders.

This task has three (3) Subtasks, listed and described below.

##### Subtask 1.1: General System Administration

The Contractor shall manage the "System Administrator" role in NCPB's Salesforce database. This includes responsibilities such as, but not limited to: building new objects, creating/modifying/deprecating data fields, creating new report types, configuring user roles and permissions, running bulk imports/exports/updates, ensuring all workflows/processes are correctly configured and run when they are supposed to, and other tasks as arise. The Contractor may also help the programs with large scale data integrity projects, such as merging/removing duplicate records.

While Salesforce does provide some data backup support, the Contractor shall also create and store a weekly backup of all data and metadata in NCPB's Salesforce database to minimize disruptions to the programs should the Salesforce database ever become unavailable. The Contractor shall also assist NCPB in formulating and maintaining a data recovery strategy.

The Contractor shall also prepare documentation of how user permissions are handled with user profiles and permission sets as well as suggest ways in which the current configuration may be improved. Additionally, the contractor shall develop and/or maintain NCPB Salesforce User Guides. This may include a general guide about data structures and best practices in the NCPB database, as well as program-specific guides that instruct users in how to retrieve, enter, and maintain program data. The COR will request documentation of other aspects of the system configuration as needed.

~~Under this subtask, the Contractor shall also renew the licenses for the existing Salesforce database for one year, before the current licenses expire. For planning purposes, the contractor should assume EPA will need 10 full “Salesforce” licenses and 23 “Platform” licenses.~~

Subtask 1.2: Global Methane Initiative Website Integration Support

The contractor shall work in coordination with GMI’s website contractor to integrate information from Salesforce into a web-based search and advanced search function for public consumption on the [www.gloabalmethane.org](http://www.gloabalmethane.org) website. This will entail maintaining (on the Salesforce side) an API that sends data (i.e., specified contact, activity, and other data) from Salesforce to the GMI website database.

Subtask 1.3: Sector-Specific System Support

As directed, the contractor shall provide data review, updates, or other technical support, including, for example, migration to auxiliary databases such as Access databases that may be used to synthesize or derive greenhouse gas emissions or emissions reductions data from certain sectors, for example from the agriculture sector (e.g., anaerobic digester projects) or the municipal solid waste sector (landfill gas to energy projects).

Deliverables and Schedule under Task 1:

Deliverables		Schedule
1.1	<del>NCPB Salesforce User Guides/Documentation</del> <del>Renew Salesforce licenses</del> <del>Sector-specific data review, migration, support</del>	Per direction from COR
1.2	<del>NCPB Salesforce User Guides/Documentation</del>	Per direction from COR

Commented [LP1]: Removed Salesforce Licenses

Task 2: Data Systems and Tools Development

This task has six (6) Subtasks, listed and described below.

Subtask 2.1: Internal Data Systems Support

The contractor shall provide technical support for the design, development, testing, deployment, and maintenance of new and existing systems and applications for internal NCPB/EPA use. These systems should be hosted on agency approved platforms. They may include, but are not limited to:

- Database for tracking partnership interactions and activities
- Database for tracking emissions reductions and calculations
- Documentation of processes and internal controls for validation of results

Subtask 2.2: External Toolkit Development/Modernization Support

The contractor shall provide technical support for the design, development, testing, deployment, and maintenance of public-facing tools/applications that can support NCPB mission and goals. These tools should be hosted on agency approved platforms. They may include, but are not limited to:

- Developing targeted tools that can help sectors/programs build capacity to achieve greater emission reductions
- Migrating existing tools (e.g. Excel-based tools) to modern web tools

#### Subtask 2.3: EPA Infrastructure Support

The contractor shall provide support to ensure that any system, application or tool developed is hosted with Agency approved infrastructure. This may include but not limited to:

- Identifying cost-effective existing agency hosting solutions
- Navigating Agency Application Deployment Checklist (ADC) process for deploying developed systems, applications and tools
- Complying with Agency security requirements (See Subtask 2.4: below)
- Ensuring compliance with Section 508 requirements and compliance and flagging issues for correction

#### Subtask 2.4: Security Support

The contractor shall provide support for security, including all required documentation necessary to maintain the certification and accreditation of the agency staging and production environments. As part of these activities, the contractor shall:

- Draft, update and maintain system security documentation in accordance with National Institute of Standards and Technology (NIST) and Agency standards and requirements.
- Ensure the identification and inclusion of appropriate security requirements and controls throughout the system lifecycle.
- Assist with the Agency's coordination and response to independent or internally requested security assessments and vulnerability scans. Following a security assessment or scan, work with Agency staff to document detected weaknesses or compliance failures.
- Respond to EPA security information requests ("data calls").
- Stay abreast of all significant tasks performed in systems to ensure that the system's protection is maintained adequately.
- Remain cognizant of new directions in federal and EPA security guidance and technologies, to ensure that any new threats and vulnerabilities are detected as early as possible.

#### Subtask 2.5: Optional Support

At EPA's discretion, the contractor shall provide support in response to unanticipated changes in the Agency's IT infrastructure that impact system functionality or operations. This optional support will be authorized by EPA per technical direction, as needed.

#### Subtask 2.6: Outgoing Transition Support

The contractor shall provide a plan for 120 days of outgoing transition for transferring work from an active task order to a follow-on contract, task order or Government entity.

#### Deliverables and Schedule under Task 2:

<b>Deliverables</b>	<b>Schedule</b>
2.1 Code Package, Executable Files or Patch Releases	Per direction from COR
2.2 Design Documents	Per direction from COR
2.3 Test Plans	Per direction from COR
2.4 Test Results Reports	Per direction from COR
2.5 Version Description Documents	Per direction from COR
2.6 Outgoing Transition Plan	Per direction from COR



### Task 3: Program Management

**The Project Management Task is a core component of this SOW and shall be awarded to all Contractors who receive Task work under this SOW.**

Contractor shall provide program management under this Task and shall submit a Monthly Progress Report to EPA's COR and Contracting Officer (CO). During the Period of Performance (POP), the Contractor shall immediately inform the COR and CO by telephone and/or email of any issue(s) that may impede performance along with any corrective actions needed by the EPA or the Contractor to address the issue(s).

Under this Task, the Contractor shall also attend a general or task specific kick-off meeting, either via conference call or in-person, whichever is most cost effective to the Government, to discuss the goals, strategy, and schedule for completing the deliverables. The Contractor shall discuss the format of the Monthly Progress Report, including more detailed budget tracking, and propose a progress report template to the EPA COR and CO for approval.

The Contractor and EPA will schedule a regular check-in conference call to discuss the week's priorities as well as any outstanding issues. Two days prior to the check in call, the Contractor will provide an agenda with the list of outstanding issues/deliverables each week. Separately from the monthly progress report, every month the Contractor will also provide a spreadsheet with the budget (tracked by Task) that details what has been spent under each Task and what is remaining, to be discussed at the biweekly call. The Contractor, under this Task, will also attend a wrap-up meeting at the end of the POP and provide electronic and/or hard copies (USB flash drive) of the major deliverables and background analyses/documents as determined by the EPA COR.

#### Subtask 3.1: Cybersecurity Management

##### *Task A - Personally Identifiable Information Contract Closeout*

- (a) *Definition.* Personally Identifiable Information (PII) - as defined in OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, PII refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.
- (b) *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information (including but not limited to all records, files, and metadata in electronic or hardcopy format).* As part of contract closeout, the Contractor shall submit a *Certification of Sanitization of EPA-provided and EPA-Activity-Related Files and Information* to the Contracting Officer and the Contracting Officer's Representative (COR) following the template provided in Appendix G of National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization Revision 1, which assesses risk associated with Personally Identifiable Information (PII) that was generated, maintained, transmitted, stored or processed by the Contractor. The Senior Agency Official for Privacy (SAOP) shall review the Certification and coordinate with the Contracting Officer and the COR.

- (c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task B - Contractor Return of all EPA-Provided and EPA-Activity-Related Information*

- (a) Within thirty (30) days (or a different time period approved by EPA) of an EPA request, or after the end of the contract performance period, the Contractor must return all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in electronic or hardcopy format). The Contractor must return originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Contractors must return all originals so that they cannot be used for further business by Contractor.
- (b) Concurrent with the return of all originals as set forth in paragraph (a), the Contractor must document to the EPA the return of all originals of all EPA-provided and EPA-Activity-Related Information (including but not limited to all records, files, and metadata in electronic or hardcopy format). The Contractor must document originals obtained while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity.
- (c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task C - Verified Secure Destruction of All EPA-Provided and EPA-Activity-Related Information*

- (a) Within 60 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must execute secure destruction (either by the Contractor or third-party firm approved in advance by EPA) of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.
- (b) Within 75 days after the end of the contract performance period or a time period approved by EPA, or after the contract is suspended or terminated by EPA for any reason, and after EPA has accepted and approved the Contractor's return of information, the Contractor must document to the EPA the secure destruction of all existing active and archived originals and/or copies of all EPA-provided and EPA-activity-related files and information, (including but not limited to all records, files, and metadata in electronic or hardcopy format). This information includes but is not limited to

information obtained by the Contractor while conducting activities in accordance with the contract with EPA; or distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or received from the Contractor by any other related organization and/or any other component or separate business entity. Destruction Methods shall be by procedures approved by EPA in advance in writing.

- (c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task D - Contractor Return of all EPA-Owned and Leased Computing and Information Storage Equipment*

- (a) Within 60 days (or a different time period approved by EPA) after the end of the contract performance period, the Contractor must return all EPA-owned and leased computing and information storage equipment to EPA.
- (b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task E - Authority to Operate (ATO) Suspension or Revocation*

(a) *Definitions.*

- (i) *Authority to Operate (ATO)* - Signed by the Agency chief information officer (CIO) or deputy CIO, ATOs are issued for all information systems that input, store, process, and/or output Government information. In order to be granted an ATO, all federal information systems must be compliant with National Institute of Standard and Technology (NIST) Special Publication (SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*. Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations*, instead of NIST SP 800-53.
- (ii) *Information Security Incident* - an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.
- (iii) *Sensitive Information* - As defined in NIST SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information

require appropriate protection as stand-alone information and may require additional protection in aggregate.

- (b) In the event of an Information Security Incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this requirement, the Contracting Officer may direct the Contractor to take additional security measures to secure Sensitive Information. These measures may include restricting access to Sensitive Information on the Contractor information technology (IT) system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the Sensitive Information from the Internet or other networks or applying additional security controls.
- (c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task F - Security Monitoring and Alerting Requirements*

(a) All Contractor-operated systems that use or store EPA information must meet or exceed EPA policy requirements pertaining to security monitoring and alerting. All systems are subject to the requirements of existing federal law, policy, regulation and guidance (e.g., Federal Information Security Management Act of 2002). The Contractor must comply with the EPA-used Department of Homeland Security (DHS) Continuous Diagnostics and Mitigation (CDM) policy for security monitoring and alerting, which includes requirements not limited to:

(1) System and Network Visibility and Policy Enforcement at the following levels:

- (i) Edge
- (ii) Server / Host
- (iii) Workstation / Laptop / Client
- (iv) Network
- (v) Application
- (vi) Database
- (vii) Storage
- (viii) User

(2) Alerting and Monitoring

(3) System, User, and Data Segmentation

(b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task G - IT Security and Privacy Awareness Training*

(a) The Contractor must ensure that all Contractor personnel complete EPA-provided mandatory security and privacy training prior to gaining access to EPA information systems. Non-compliance may result in denial of system access.

- (b) The Contractor must ensure that all Contractor personnel complete security and privacy refresher training on an annual basis. EPA will provide notification and instructions to the Contractor on completing this training.
- (c) The Contractor must ensure that each Contractor employee review and sign the *EPA Rules of Behavior* pertaining to appropriate use of EPA information systems prior to gaining access to EPA information systems. The Contractor must also ensure that each Contractor employee reviews these *EPA Rules of Behavior* at least annually. EPA will provide notification to the Contractor when these reviews are required.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task H - Specialized Information Security Training for Staff with Significant Security Responsibilities*

- (a) The Contractor must ensure that Contractor personnel with significant information security responsibilities complete specialized information security training based on the requirements defined in the EPA role-based training program (*program provided after Contract award*). The objective of the information security role-based training is to develop an EPA information security workforce with a common understanding of the concepts, principles, and applications of information security to ensure the confidentiality, integrity and availability of EPA's information and information systems. The Contractor is required to report training completed to ensure competencies are addressed. The Contractor must ensure employee training hours are satisfied in accordance with EPA Security and Privacy Training Standards (*provided after Contract award*). The Contracting Officer's Representative (COR) will provide additional information for specialized information security training based on the requirements in paragraph (b).
- (b) The following role-based requirements are provided: none
- (c) The Contractor must ensure that all IT and Information Security personnel receive the necessary technical (for example, operating system, network, security management, and system administration) and security training to carry out their duties and maintain certifications.
- (d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task I - Federal Reporting Requirements*

- (a) Contractors operating information systems on behalf of EPA must comply with Federal Information Security Modernization Act (FISMA) 44 USC Section 3541 reporting requirements. Annual and quarterly data collection will be coordinated by EPA. Contractors must provide EPA with the requested information based on the timeframes provided with each request. Contractor systems must comply with monthly data feed requirements as coordinated by EPA. Reporting requirements are determined by the Office of Management and Budget (OMB), and may change for each reporting period. The Contractor will provide the EPA Contracting Officer's Representative (COR) with all information to fully satisfy FISMA reporting requirements for Contractor systems.
- (b) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task J - Protecting Sensitive Information*

*(a) Definitions.*

*(1) Sensitive Information.*

As defined in National Institute of Standards and Technology Special Publication (NIST SP) 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, Sensitive Information is any information where the loss, misuse or unauthorized access to, or modification of, could adversely affect the national interest or the conduct of federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (the Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy. Sensitive Information is subject to stricter handling requirements than non-sensitive information because of the increased risk if the data are compromised. Some categories of Sensitive Information include Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information require appropriate protection as stand-alone information and may require additional protection in aggregate.

*(2) Personally Identifiable Information (PII).*

PII, as defined in OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

*(3) Sensitive PII.*

Sensitive PII refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

*(b) Authorization to Use, Store, or Share Sensitive Information.*

(1) Through the Contracting Officer, the Contractor must obtain written approval by the Chief Information Officer (CIO) or designee prior to the use or storage of EPA Sensitive Information, or sharing

of EPA Sensitive Information by the Contractor with any subcontractor, person, or entity other than the EPA.

(2) The Contractor shall not remove Sensitive Information from approved location(s), electronic device(s), or other storage systems, without prior approval of the CIO or designee obtained through the Contracting Officer.

(c) *Information Types.* Sensitive Information includes PII, which in turn includes Sensitive PII. Therefore all requirements for Sensitive Information apply to PII and Sensitive PII, and all requirements for PII apply to Sensitive PII.

(d) *Information Security Incidents.* An *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. The Contractor must report all known Information Security Incidents if they involve Sensitive Information.

(1) Information Security Reporting Requirements.

(i) The Contractor must report all Information Security Incidents and Privacy Breaches in accordance with the requirements below, even if it is believed the Incident may be limited, small, or insignificant. An information security report shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for Sensitive Information, or has otherwise failed to meet contract requirements.

(ii) The Contractor must report via email all Information Security Incidents and Privacy Breaches to the EPA Service Helpdesk immediately, but not later than 30 minutes, after becoming aware of the Incident. The Contractor shall email the EPA Service Helpdesk at [CSIRC@epa.gov](mailto:CSIRC@epa.gov), and shall also email the Contracting Officer and Contracting Officer Representative (COR). If the Contractor fails to report in 30 minutes, specific Government remedies may include termination in accordance with EPA Requirement *Termination for Default – Failure to Report Information Security Incident*.

(iii) The types of information required in an Information Security Incident and Privacy Breach reports include: Contractor name and point-of-contact (POC) information, Contract number; the type, amount and description of information compromised; and incident details such as location, date, method of compromise, and impact, if known.

(iv) The Contractor shall not include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, the Contractor shall use Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information in attachments to email.

(v) If applicable, the Contractor must also provide supplemental information or reports related to a previously reported incident directly to the Contracting Officer, COR and EPA Service Helpdesk at [CSIRC@epa.gov](mailto:CSIRC@epa.gov). The Contractor shall include any related ticket numbers in the subject line of the email.

(2) Information Security Incident Response Requirements.

(i) All determinations related to Information Security Incidents and Privacy Breaches, including response activities, notifications to affected individuals and related services (e.g., credit monitoring and identity

protection) will be made in writing by authorized EPA officials at EPA's discretion and communicated by the Contracting Officer.

(ii) The Contractor must provide full access and cooperation for all activities determined by EPA to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security Incidents. The Contractor shall maintain the capabilities to: determine what sensitive information was or could have been accessed and by whom, construct a timeline of user activity, determine methods or techniques used to access the information, identify the initial attack vector, and remediate and restore the protection of information. The Contractor is required to preserve all data, records, logs and other evidence that are reasonably necessary to conduct a thorough investigation of the Information Security Incident.

(iii) The Contractor is responsible for performing Incident and Privacy Breach Response activities required by EPA, including but not limited to inspections, investigations, forensic reviews, data analyses and processing by EPA and EPA OIG personnel and others on behalf of EPA. As requested by the Contracting Officer, the Contractor may provide technical support for the Government's final determinations of responsibility activities for the Incident and/or liability activities for any additional Incident Response activities (e.g., possible restitution calculation to affected individuals).

(iv) EPA, at its sole discretion, may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.

(v) The Contractor is responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by EPA.

*(e) Contractor Plan for Protection of Sensitive Information.* The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. Upon contract award, the Contractor shall develop and maintain a documentation plan addressing the following minimum requirements regarding the protection and handling of Sensitive Information:

(1) Proper marking, control, storage and handling of Sensitive Information residing on electronic media, including computers and removable media, and on paper documents.

(2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of Federal Information Processing Standards (FIPS) 140-2 compliant encryption modules to protect Sensitive Information while at rest and in transit throughout EPA, Contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption modules to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(5) Information Security Incidents. The Contractor shall report to the Government any security incident involving Personally Identifiable Information (PII) of which it becomes aware.

(6) Contractor Access to EPA IT Systems. The Contractor shall configure their network to support access to government systems (e.g., configure ports and protocols for access).



(a) Requirement for Business to Government (B2G) network connectivity. The Contractor will connect to the B2G gateway via a Contractor-procured Internet Service Provider (ISP) connection, and assume all responsibilities for establishing and maintaining their connectivity to the B2G gateway. This will include acquiring and maintaining the circuit to the B2G gateway, and acquiring a FIPS-140-2 Virtual Private Network (VPN)/Firewall device compatible with the Agency's VPN device. Maintenance and repair of contractor procured VPN equipment shall be the responsibility of the Contractor.

(b) Dial-Up ISP Connections are not acceptable.

(c) The Contractor must comply with the Agency's Guidance regarding allowable ports, protocols and risk mitigation strategies (e.g. File Transfer Protocol or Telnet).

(7) IT Security and Privacy Awareness Training. The Contractor must ensure annual security education, training, and awareness programs are conducted for their employees performing under the subject contract that addresses, at a minimum, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering for their employees. The Contractor must also ensure employees performing under the subject contract receive the Agency's initial and annual information security awareness training.

(8) The Contractor must not conduct default installations of "out of the box" configurations of Commercially Off the Shelf (COTS) purchased products. The contractor shall configure COTS products in accordance with EPA, NIST, Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) or Center for Internet Security (CIS) standards. Standards are listed in order of precedence for use. If standards do not exist from one of these sources, the contractor shall coordinate with EPA to develop a configuration.

(f) *Subcontract flowdown.* The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task K - Security Assessment and Authorization (SA&A)*

(a) The Contractor is required to undergo Security Assessment and Authorization (SA&A); i.e., the process by which a federal agency examines its information technology infrastructure and develops supporting evidence necessary for security assurance accreditation, prior to using information systems to access and/or store Government information, potentially including Sensitive Information. The Contractor's facilities must also meet the security requirements for "moderate confidentiality impact" as defined by the Federal Information Processing Standards (FIPS) 199 publication *Standards for Security Categorization of Federal Information and Information Systems*.

(b) For all information systems that will input, store, process, and/or output Government information, the contractor shall obtain an Authorization to Operate (ATO) signed by the Chief Information Officer (CIO) from the Contracting Officer (working with the Contracting Officer's Representative (COR)) before using EPA information in the system. The contractor may be able to obtain an Authorization to Test from the SIO for the office obtaining services that will allow use of EPA information in certain circumstances to facilitate system development or implementation. Before a federal information system can be granted an ATO, it must be compliant with National Institute of Standard and Technology (NIST) SP 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*, and FIPS Publication 200, *Minimum Security Requirements for Federal*

*Information and Information Systems.* Contractors whose internal information systems will process Sensitive Information incidental to Agency product or service development must meet requirements for NIST SP 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* (instead of NIST SP 800-53) in order to be granted an ATO.

- (c) FIPS 199 moderate confidentiality impact must be utilized for Contractor information technology (IT) systems and security control baseline requirements.
- (d) Prior to Agency SA&A activities, the COR must complete a Privacy Threshold Analysis (PTA) for all IT systems. Then the COR must provide the completed PTA to the EPA Privacy Officer for a determination of whether a Privacy Impact Assessment (PIA) is required. If a determination is made that a PIA is required, it will be completed by EPA in accordance with EPA PIA Template instructions.
- (e) The Contractor is responsible for preparing SA&A documentation with the use of EPA tools and security documentation templates including System Security Plan, Security Assessment Report, Contingency Plan, and Incident Response Plan. The Contractor must follow federally mandated SA&A and Risk Management Framework (RMF) processes throughout the IT system lifecycle process to ensure proper oversight by EPA. RMF modifies the traditional Certification and Accreditation process and integrates information security and risk management activities into the system development life cycle.
- (f) The Contractor must submit SA&A documentation as defined in paragraph (e) to the COR at least 60 days before the ATO expiration date.
- (g) The Contractor shall fix or mitigate system or security vulnerabilities within a time frame commensurate with the level of risk (as identified by the EPA and Contractor) they present:
  - High Risk = 2 business days from vulnerability notification from contractor
  - Moderate Risk = 7 business days from vulnerability notification from contractor
  - Low Risk = 30 business days from vulnerability notification from contractor
- (h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task L – Contractor System Oversight/Compliance*

- (a) Pursuant to National Institute of Standards and Technology Special Publication ([NIST SP 800-53 Rev 4](#)), the EPA and GAO have the authority to conduct site reviews for compliance validation and will conduct security reviews on a periodic and event-driven basis for the life of the contract. Full cooperation by the Contractor is required for audits and forensics.
- (b) The Contractor shall provide EPA access to the Contractor's facilities, installations, operations, documentation, databases, information technology (IT) systems and devices, and personnel used in performance of the contract, regardless of the location. The Contractor shall provide access to the extent required, in EPA's judgment, to conduct an inspection, evaluation, investigation or audit, including vulnerability testing to safeguard against threats and hazards to the integrity, availability and confidentiality of agency data or to the function of information technology systems operated on behalf of agency, and to preserve evidence of information security incidents. This information shall be available to the EPA upon request.
- (c) All Contractor systems used in the performance of the contract must comply with Information Security Continuous Monitoring (ISCM) and Reporting as identified in [OMB Memorandum M-14-03, Enhancing the Security of Federal Information and Information Systems](#). In addition, EPA reserves

the right to perform ISCM and IT security scanning of Contractor systems with tools and infrastructure of EPA's choosing.

- (d) All Contractor systems used in the performance of the contract must perform monthly vulnerability scanning as defined by EPA IT and Security Policy, and the Contractor must provide scanning reports to the Contracting Officer, who will forward them to the EPA CIO or designee on a monthly basis.
- (e) All Contractor systems used in the performance of the contract must participate in the implementation of automated security controls testing mechanisms and provide automated test results in Security Compliant Automation Protocol (SCAP) compliant data to the Contracting Officer, who will forward to the EPA CIO or designee on a monthly basis.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task M - Contractor Access to EPA IT Systems*

(a) Immediately following contract award, the Contractor shall provide to the Contracting Officer's Representative (COR) a complete list of Contractor employee names that require access to EPA information systems.

(b) The Contractor shall provide a Contractor employee change report by the fifth day of each month after contract award to the COR. The report shall contain the listing of all Contractor employees who separated or were hired under the contract in the past 60 days. This report shall be submitted even if no separations or hires have occurred during this period. Failure to submit a Contractor employee change report may, at the Government's discretion, result in the suspension of all network accounts associated with this contract. The format for this report will be provided by the COR.

(c) (1) The Contractor shall require each of its employees who will need system access for six months or less to utilize a Personal Identity Verification-Interoperable (PIV-I) card or equivalent, as determined by EPA, in order to access EPA information technology (IT) systems and Sensitive Information. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(2) The Contractor shall require each of its employees who will need system access for more than six months to utilize an HSPD-12 compliant Personal Identity Verification (PIV) card, such as the EPA EPASS card, in order to access EPA IT systems and Sensitive Information. The Contractor shall ensure that its employees complete a federal government-initiated background investigation as part of the PIV issuance process. The Contractor shall ensure that its employees will not share accounts to access EPA IT systems and Sensitive Information.

(d) EPA, at its discretion, may suspend or terminate Contractor access to any systems, information/data, and/or facilities when an Information Security Incident or other electronic access violation, use or misuse issue warrants such action. The suspension or termination shall last until EPA determines that the situation has been corrected or no longer exists. Upon request by EPA, the Contractor shall immediately return all EPA information/data, as well as any media type that houses or stores Government information.

(e) The Contractor shall notify the COR at least five days prior to a Contractor employee being removed from a contract (notification shall be at least 15 days for key personnel in accordance with requirement

1552.237-72, *Key Personnel*). For unplanned terminations or removals of Contractor employees from the Contractor organization that occur with less than five days notice, the Contractor shall notify the COR immediately. The Contractor shall ensure that HSPD-12/PIV cards issued to a Contractor's employee shall be returned to the COR prior to the employee's departure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task O - Credit Monitoring and Identity Protection*

(a) Definitions.

(1) *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(2) *Personally Identifiable Information (PII)*, as defined in OMB Memorandum M-07-16, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information*, refers to sensitive information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment made by the EPA Privacy Officer of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) *Sensitive PII* refers to personally identifiable information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling than PII because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(b) *Credit Monitoring Requirements*. In the event that an Information Security Incident involves PII or Sensitive PII, the Contractor may be required to do the following tasks as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described in the "Individual Notification for Personally Identifiable Information" requirement;

(2) Provide credit monitoring and identity protection services to individuals whose data was under the control of the Contractor or resided in the Contractor information technology (IT) system at the time of

the Information Security Incident for a period beginning the date of the Incident and extending not less than 18 months from the date the individual is notified; and/or

(3) Use a dedicated call center; or establish one if necessary and as authorized in writing by the Contracting Officer. Call center services provided by the Contractor shall include:

(i) A dedicated telephone number for affected individuals to contact customer service within a fixed time period as determined by the Contracting Officer;

(ii) Information necessary for affected individuals to access credit reports and credit scores;

(iii) Weekly reports submitted to the Contracting Officer's Representative (COR) on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or EPA, as appropriate), and other key metrics;

(iv) Escalation of calls that cannot be handled by call center staff to call center management or EPA for resolution, as appropriate;

(v) Preparation of customized frequently-asked-questions-and-answers (FAQs), in consultation as applicable with other parties like subject matter experts and CORs, and that must be approved in advance in writing by the Contracting Officer; and

(vi) Information for affected individuals to contact customer service representatives and fraud resolution representatives for credit monitoring and identity protection assistance.

(c) *Credit monitoring and identity protection services.* At a minimum, the Contractor shall provide the following credit monitoring and identity protection services:

(1) Triple credit bureau monitoring with Equifax, Experian and Transunion;

(2) Daily customer service;

(3) Alerts provided to the individual for changes in credit posture and fraud; and/or

(4) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### *Task P - Compliance with IT Security Policies*

(a) Information systems and system services provided to EPA by the Contractor must comply with current EPA information technology (IT), IT security, physical and personnel security and privacy policies and guidance, and EPA Acquisition Regulation 1552.211-79, *Compliance with EPA Policies for Information Resources Management*.

(b) Contractors are also required to comply with current Federal regulations and guidance found in the Federal Information Security Modernization Act (FISMA) of 2014, Privacy Act of 1974, E-Government Act of 2002, Federal Information Processing Standards (FIPS), the 500- and SP500- and 800-Series Special Publications (SP), Office of Management and Budget (OMB) memoranda and other relevant Federal laws and regulations that are applicable to EPA.

- (c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task Q - Secure Technical Implementation*

- (a) The Contractor shall use applications that are fully functional and operate correctly as intended on systems using the United States Government Configuration Baseline (USGCB).
- (b) The Contractor's standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved USGCB configuration.
- (c) Contractor applications designed for normal/regular, i.e., non-privileged end users must run in the standard user context without elevated system administration privileges.
- (d) The Contractor shall apply due diligence at all times to ensure that Federal Information Processing Standard (FIPS) 199 "moderate confidentiality impact" security is always in place to protect EPA systems and information.
- (e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task R - Internet Protocol Version 6 (IPv6)*

- (a) In accordance with EPA technical standards, all system hardware, software, firmware, and/or networked component or service (voice, video, or data) utilized, developed, procured, acquired or delivered in support and/or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and/or storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet Protocol version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program. In addition, devices and systems shall maintain interoperability with IPv4 products.
- (b) Any IP product or system utilized, developed, acquired, produced or delivered must interoperate with both IPv6 and IPv4 systems and products, in an equivalent or better way than current IPv4 capabilities with regard to functionality, performance, management and security; and have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
- (c) As IPv6 evolves, the Contractor shall upgrade or provide an appropriate migration path for each item developed, delivered or utilized, at no additional cost to the Government. The Contractor shall retrofit all non-IPv6 capable equipment, as defined above, which is fielded under this contract with IPv6 capable equipment, at no additional cost to the Government.
- (d) The Contractor shall provide technical support for both IPv4 and IPv6.
- (e) All Contractor-provided system or software must be able to operate on networks supporting IPv4, IPv6, or one supporting both.
- (f) Any product whose non-compliance is discovered and made known to the Contractor within one year after acceptance shall be upgraded, modified, or replaced to bring it into compliance, at no additional cost to the Government.

(g) EPA reserves the right to require the Contractor's products to be tested within an EPA or third-party test facility to demonstrate contract compliance.

(h) In accordance with FAR 11.002(g), this acquisition must comply with the National Institute of Standards and Technology (NIST) US Government (USG) v6 Profile and IPv6 Test Program. The Contractor shall fund and provide resources necessary to support these testing requirements, and it will not be paid for as a direct cost under the subject contract.

(i) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task T - Contract Performance Information and Testimony*

- (a) *Dissemination of Contract Performance Information.* The Contractor must not publish, permit to be published, or distribute to the public, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. A copy of any material proposed to be published or distributed must be submitted to the Contracting Officer for written approval prior to publication.
- (b) *Contractor Testimony.* All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, must be immediately reported to the Contracting Officer.
- (c) *Subcontract flowdown.* The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task U - Rehabilitation Act Section 508 Standards*

(a) All electronic and information technology (EIT) procured through this contract must meet the applicable accessibility standards at 36 CFR 1194, unless a FAR 39.204 exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm>.

(b) The following standards are determined to be applicable to this contract:

- (1) 1194.21. Software applications and operating systems
- (2) 1194.22. Web-based intranet and Internet information and applications
- (3) 1194.23 Telecommunications products
- (4) 1194.24 Video and multimedia products
- (5) 1194.25 Self-contained, closed products
- (6) 1194.26 Desktop and portable computers
- (7) 1194.31 Functional performance criteria
- (8) 1194.41 Information, documentation, and support

(c) EPA is required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), to offer access to electronic and information technology for disabled individuals within its employment, and for disabled members of the public seeking information and services. This access must be comparable to that which is offered to similar individuals who do not have disabilities. Standards for complying with this law and any future updates are prescribed by the Architectural and Transportation Barriers Compliance Board ("The Access Board").

(d) Contractor deliverable(s) must comply with these standards.

(e) The final work product must include documentation that demonstrates or provides assurance that the deliverable conforms to the Section 508 Standards promulgated by the Access Board.

(f) In the event of a dispute between the Contractor and EPA, EPA's assessment of the Section 508 compliance will control and the Contractor will make any additional changes needed to conform with EPA's assessment, at no additional charge to EPA.

(g) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

*Task V - Termination for Default - Failure to Report Information Security Incident*

(a) Definition. *Information Security Incident* is an occurrence that results in actual or potential jeopardy to the confidentiality, integrity, or availability of an information system or the information the system processes, stores or transmits, or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

(b) If the Contractor was aware of an Information Security Incident and did not disclose it in accordance with the requirements specified in this contract or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(c) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this requirement, including this paragraph, unless otherwise authorized by the Contracting Officer.

Deliverables and Schedule under Task 3:

Deliverables	Schedule
3.1 Attend kick-off meeting; prepare revised staffing and budget plan.	Within 2 weeks of award of Task Order.
3.2 Prepare Monthly Progress Report/Budget Tracking Template.	Draft due within 5 business days of kick-off meeting; final due within 5 business days of EPA COR comments.
3.3 Monthly Progress Report.	By 10th business day each month.
3.4 Attend wrap-up meeting and prepare electric versions of all major deliverables.	At least 2 weeks prior to end of Period of Performance per EPA COR direction.



#### IV. Security

Unclassified

#### V. Government Furnished Equipment/Government Furnished Information

The U.S. EPA COR will provide the Contractor with any requested background information necessary to complete the task.

#### VI. Task Order Evaluation Criteria

For Tasks awarded competitively under this Task Order, the Government will make award to the responsible offeror whose offer conforms to this request and is most advantageous to the Government, price and other factors considered. Proposals will be evaluated using the following criteria, **in descending order of importance:**

1. **Technical Approach:** Describe the overall technical approach for accomplishing this requirement, including proposed strategy/steps to perform discrete Tasks outlined in this SOW, and outline how the strategy will result in the most useful product for the Government and industry. Propose innovative yet practical approaches.
2. **Past Performance:** The Contractor's past performance in performing technical and analytic evaluations, preparing outreach products and services, and managing contracts /task orders for EPA and the Non-CO2 Programs Branch shall be considered in evaluating this proposal.
3. **Key Personnel and Staffing Mix:** Contractor shall specify the staffing selected for each Task, their relevant experience and qualifications, and their availability for the Task.
4. **Price:** Propose a price for each Task, as well as a total price for this requirement. Describe Task-specific costs, including all labor costs and other direct costs (travel, subcontractor, materials, etc.), and total price proposed.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 5	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00001		See Block 16C		PR-OAR-20-01364&01352	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
HQAD		HQAD			
HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION Attn: Richard Democker 12010 Sunset Hills Rd Reston VA 201905856				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				68HERH19D0031	
				68HERH20F0369	
				10B. DATED (SEE ITEM 13)	
CODE 078883327		FACILITY CODE		07/31/2020	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$9,572.58  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-7: PAYMENTS UNDER TIME-AND MATERIALS AND LABOR -HOURS CONTRACTS

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 46-1932921

DUNS Number: 078883327

TOCOR: Patrick Lau Max Expire Date: 08/02/2023 Invoice Approver: Patrick Lau Alt Invoice

App: Sarah Menassian

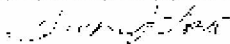
The purpose of this modification is to:

1) Correct typographical error to revise the award document name from "Technical and Outreach Support Services for Greenhouse Gas Program" to "FY20 Salesforce and Data Systems Technical Support Services for EPA's Non-CO2 Program Branch "

2) Add fund in the amount of \$9,572.58 to fully fund the Base Year.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Tanya Latson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	09/10/2020

Previous edition unusable

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
68HERH19D0031/68HERH20F0369/P00001

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ALL THE TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>LIST OF CHANGES: Reason for Modification: Funding Only Action Obligated Amount for this Modification: (b)(4) New Total Amount for this Version: \$77,003.76 New Total Amount for this Award: (b)(4) New Total Obligated Amount for this Award: (b)(4) Incremental Funded Amount changed: from (b)(4) to (b)(4) Project Id changed to :</p> <p>CHANGES FOR LINE ITEM NUMBER: 1S Description changed from Base Period: Technical and Outreach Support Services for Greenhouse Gas Program (Labor) Period of Performance:08/03/2020-08/02/2021 to Base Period: FY 20 Salesforce and Data Systems Technical Support Services for EPA's Non-CO2 Programs Branch: (Labor) Period of Performance:08/03/2020-08/02/2021</p> <p>Obligated Amount for this Modification: (b)(4) Incremental Funded Amount changed from (b)(4) to (b)(4)</p> <p>CHANGES FOR ACCOUNTING CODE: 19-20-B-58F4-000A46-2505-2058FC0010-002 Percent changed from (b)(4) to 0</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 20-21-B-58F4-000A46-2505-2058FC0055-001 Beginning FiscalYear 20 Ending Fiscal Year 21 Fund (Appropriation) B Budget Organization 58F4 Program (PRC) 000A46 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2058FC0055-001 Quantity: 0 Amount: (b)(4) Percent: 0 Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031/68HERH20F0369/P00001	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: N</p> <p>Payment Address:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>CHANGES FOR LINE ITEM NUMBER: 2SO</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>Incremental Funded Amount changed from (b)(4)</p> <p>(b)(4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>20-21-B-58F4-000A46-2505-2058FC0055-001</p> <p>Beginning FiscalYear 20</p> <p>Ending Fiscal Year 21</p> <p>Fund (Appropriation) B</p> <p>Budget Organization 58F4</p> <p>Program (PRC) 000A46</p> <p>Budget (BOC) 2505</p> <p>Job # (Site/Project)</p> <p>Cost Organization</p> <p>DCN-LineID 2058FC0055-001</p> <p>Quantity: 0</p> <p>Amount: (b)(4)</p> <p>Percent: 0</p> <p>Subject To Funding: N</p> <p>Payment Address:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002SO</p> <p>Payment:</p> <p>RTP Finance Center</p> <p>US Environmental Protection Agency</p> <p>RTP-Finance Center (AA216-01)</p> <p>109 TW Alexander Drive</p> <p>www2.epa.gov/financial/contracts</p> <p>Durham NC 27711</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031/68HERH20F0369/P00001	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001S	Period of Performance: 08/03/2020 to 08/02/2021				
	Change Item 0001S to read as follows (amount shown is the obligated amount):				
0001S	Base Period: FY 20 Salesforce and Data Systems Technical Support Services for EPA's Non-CO2 Programs Branch: (Labor) Period of Performance: 08/03/2020-08/02/2021				(b)(4)
	Accounting Info: 19-20-B-58F4-000A46-2505-2058FC0010-002 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMDSC00 DCN - Line ID: 2058FC0010-002 Funding Flag: Partial Funded: \$0.00 Accounting Info: 19-20-B-58F4-000A46-2505-LSMMSW00-2058FC0010-003 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMMSW00 DCN - Line ID: 2058FC0010-003 Funding Flag: Partial Funded: \$0.00 Accounting Info: 20-21-B-58F4-000A46-2505-2058FC0055-001 BFY: 20 EFY: 21 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 DCN - Line ID: 2058FC0055-001 Funding Flag: Partial Funded: (b)(4)				
0002SO	Change Item 0002SO to read as follows (amount shown is the obligated amount):				
	Base Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs) Period of Performance: 08/03/2020-08/02/2021				(b)(4)
0002SO	Accounting Info: 19-20-B-58F4-000A46-2505-LSMMSW00-2058FC0010-003 BFY: 19 EFY: 20 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 Job #: LSMMSW00 DCN - Line ID: 2058FC0010-003 Funding Flag: Partial Funded: \$0.00 Accounting Info: 20-21-B-58F4-000A46-2505-2058FC0055-001 BFY: 20 EFY: 21 Fund: B Budget Org: 58F4 Program (PRC): Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031/68HERH20F0369/P00001	PAGE	OF
		5	5

NAME OF OFFEROR OR CONTRACTOR

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002SO	<p>000A46 Budget (BOC): 2505 DCN - Line ID: 2058FC0055-001 Funding Flag: Partial Funded: (b)(4)</p> <p>Change Item 2002SO to read as follows (amount shown is the obligated amount):</p> <p>Option 2 Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs)</p> <p>Period of Performance: 08/03/2022-08/02/2023 Amount: (b)(4) (Option Line Item) 08/02/2023</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE 1 OF 7 PAGES	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		5. PROJECT NO. (If applicable)	
6. ISSUED BY HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION Attn: Richard Democker 12010 Sunset Hills Rd Reston VA 201905856		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERH19D0031 68HERH20F0369	
				10B. DATED (SEE ITEM 13) 07/31/2020	
CODE 078883327		FACILITY CODE			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031/68HERH20F0369/P00002	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Award: \$222,436.49</p> <p>Contracting Officer changed from Tanya Latson</p> <p>to Nicholas Bisher</p> <p>All other terms and conditions remain unchanged.</p> <p>Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive <a href="http://www2.epa.gov/financial/contracts">www2.epa.gov/financial/contracts</a> Durham NC 27711</p> <p>Period of Performance: 08/03/2020 to 08/02/2021</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  To All EPA Contractors				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

## **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

### **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. PR-OAR-21-00892	
5. PROJECT NO. (If applicable)					
6. ISSUED BY HQAD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		7. ADMINISTERED BY (If other than Item 6) HQAD		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SCIENCE APPLICATIONS INTERNATIONAL CORPORATION Attn: Richard Democker 12010 Sunset Hills Rd Reston VA 201905856		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 68HERH19D0031 68HERH20F0369	
				10B. DATED (SEE ITEM 13) 07/31/2020	
CODE 078883327		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$20,762.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 52.217-9: Option To Extend The Term Of The Contract

**E. IMPORTANT:** Contractor ☐ is not ☒ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 46-1932921

DUNS Number: 078883327

TOCOR: Patrick Lau Max Expire Date: 08/02/2023 Invoice Approver: Patrick Lau Alt Invoice

App: Sarah Menassian


The purpose of this modification is to:

1) Exercise Option Period I

2) Add funding in the amount of (b)(4) to Option Period I.  
Additional \$50,283.75 is needed to fully fund Option Period I.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tanya Brice	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/29/2021

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
68HERH19D0031/68HERH20F0369/P00003

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NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged</p> <p>Reason for Modification: Exercise an Option</p> <p>New Total Amount for this Version: (b)(4)</p> <p>New Total Amount for this Award: (b)(4)</p> <p>Obligated Amount for this Modification: (b)(4)</p> <p>New Total Obligated Amount for this Award: (b)(4)</p> <p>Incremental Funded Amount changed: from (b)(4) to (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002SO Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001S Obligated Amount for this Modification: (b)(4)</p> <p>Incremental Funded Amount changed from \$0.00 to (b)(4)</p> <p>Exercised option</p> <p>NEW ACCOUNTING CODE ADDED: Account code: 21-22-B-58F4-000A46-2505-2158FC0072-001 Beginning FiscalYear 21 Ending Fiscal Year 22 Fund (Appropriation) B Budget Organization 58F4 Program (PRC) 000A46 Budget (BOC) 2505 Job # (Site/Project) Cost Organization DCN-LineID 2158FC0072-001 Quantity: 0 Amount: (b)(4) Percent: (b)(4) Subject To Funding: N Payment Address: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711</p> <p>Continued ...</p>				



<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 68HERH19D0031/68HERH20F0369/P00003	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR  
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001S	Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 Period of Performance: 08/03/2021 to 08/02/2022  Change Item 1001S to read as follows (amount shown is the obligated amount):  Option Period 1: Technical and Outreach Support Services for Greenhouse Gas Program (Labor)  Period of Performance: 08/03/2021-08/02/2022  Accounting Info: 21-22-B-58F4-000A46-2505-2158FC0072-001 BFY: 21 EFY: 22 Fund: B Budget Org: 58F4 Program (PRC): 000A46 Budget (BOC): 2505 DCN - Line ID: 2158FC0072-001 Funding Flag: Complete Funded: (b)(4)				(b)(4)
	Change Item 1002SO to read as follows (amount shown is the obligated amount):  Option 1 Period: Technical and Outreach Support Services for Greenhouse Gas Program (ODCs)  Period of Performance: 08/03/2021-08/02/2022				0.00